



PATENT APPLICATION
Docket: 15436.253.63.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:)
	Charles W. Miller)
Serial No.:	10/823,843) Art Unit
) 2828
Conformation No.:	5527)
Filed:	April 14, 2004)
For:	METHOD FOR TESTING LASER USING SIDE MODE SUPPRESSION RATIO)
Examiner:	Dung T. Nguyen)

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

Declarant, David A. Jones, represents that he is the Attorney of Record for Finisar Corporation, a corporation of the State of Delaware, having a principal place of business at 1308 Moffett Park Drive, Sunnyvale, California 94089, and that he is authorized to make this Declaration and execute this Terminal Disclaimer on behalf of Finisar Corporation. Declarant further represents that Finisar Corporation is the assignee of the entire interest of the above-identified application, by virtue of the Assignment in the *parent* case (10/246,038, now issued as

U.S. Patent No. 6,778,566) recorded at reel 013308, frame 0334 (a copy of which is attached hereto as Exhibit A) in the records of the U.S. Patent and Trademark Office. Declarant hereby further certifies that the evidentiary document at Exhibit A has been reviewed by him, and to the best of Declarant's knowledge and belief, title is in the Assignee seeking to take action.

The Assignee hereby disclaims the terminal part of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term of said U.S. Patent No. 6,778,566 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to said patent shall be the same as the legal title to said U.S. Patent No. 6,778,566, this agreement to run with any patent granted on the above-identified application and to be binding upon the grantee, its successors or assigns.

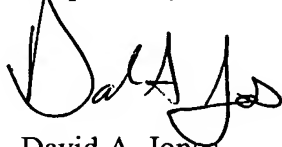
The Assignee does not disclaim any terminal part of any patent granted on the above-identified application that would extend beyond the term of said U.S. Patent No. 6,778,566, in the event that said U.S. Patent No. 6,778,566 later: (a) expires for failure to pay a maintenance fee, is held unenforceable, is found invalid, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a); (b) has all claims cancelled by a reexamination certificate; or (c) is otherwise terminated prior to the expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Declarant further declares that all statements made herein of Declarant's own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful, false statements and the

like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or any patent issuing thereon.

Dated this 9 day of January, 2006.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David A. Jones". The signature is stylized with a large initial "D" and a cursive "A".

David A. Jones.

Registration No. 50,004

Attorney for Applicants

Customer No. 022913

Telephone: (801) 533-9800

Exhibit A

9775-107-999

DECEMBER 23, 2002

PTAS

Under Secretary of Commerce For Intellectual Property and
Director of the United States Patent and Trademark Office
Washington, DC 20231
www.uspto.gov

PENNIE & EDMONDS LLP
GARY S. WILLIAMS
3300 HILLVIEW AVENUE
PALO ALTO, CA 94304



102230722A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 09/18/2002

REEL/FRAME: 013308/0334

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

MILLER, CHARLES W ✓

DOC DATE: 09/06/2002

ASSIGNEE:

FINISAR CORPORATION ✓

1308 MOFFETT PARK DRIVE

SUNNYVALE, CALIFORNIA 94089-1133

SERIAL NUMBER: 10246038 ✓

FILING DATE: 09/18/2002 ✓

PATENT NUMBER:

ISSUE DATE:

JEFFREY OLSEN, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

RECEIVED RECORDS

DEC 30 2002
CSW-244
& DOCKETING CA OFFICE

09-24-2002



102230722

 Attorney Docket Number
 9775-0107-999

 TO THE HONORABLE COMMISSIONER OF PATENTS AND TRADEMARKS
 Box Assignment
 Washington, DC 20231

Please record the attached original documents or copy thereof.

 10/24/02
 10/24/02
 10/24/02

1. Name of conveying party(ies):

CHARLES W. MILLER

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ OtherExecution Date: September 6, 2002

2. Name and address of receiving party(ies):

Name: FINISAR CORPORATIONAddress: 1308 Moffett Park Drive
Sunnyvale, California 94089-1133

Country (if other than USA):

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: September 6, 2002A. Patent Application No.(s) 10246038

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

 PENNIE & EDMONDS LLP
 3300 Hillview Avenue
 Palo Alto, CA 94304
6. Number of applications and patents involved: one
 7. Total fee (37 CFR 3.41):.....\$ 40.00
 Please charge to the deposit account listed in Section 8.

 8. Deposit account number:
16-1150 (9775-0107-999)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Gary S. Williams31,066

Name of Person Signing Reg. No.

Signature

September 18, 2002

Date

Total number of pages including cover sheet:

3

 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignment
 Washington, D.C. 20231

09/23/2002 LMJELLER 00000222 161150 10246038

01 FC:581

40.00 CH

ASSIGNMENT

WHEREAS, I, **CHARLES W. MILLER**, a resident of San Jose, California a citizen of United States (hereinafter "ASSIGNOR"), have invented certain new and useful improvements in **SYSTEM AND METHOD FOR TESTING A LASER MODULE BY MEASURING ITS SIDE MODE SUPPRESSION RATIO**, having executed concurrently herewith an application for a United States patent disclosing and identifying the invention; which is identified by Pennie & Edmonds LLP docket no. 9775-0107-999; and

WHEREAS, **FINISAR CORPORATION**, located in Sunnyvale, California, a corporation created and existing under and by virtue of the laws of the State of Delaware is (hereinafter "ASSIGNEE") is desirous of acquiring the entire right, title and interest in and to the aforesaid application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries. to and under the said invention and the said application:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I, the said ASSIGNOR, hereby sell, assign, transfer and set over, unto the said ASSIGNEE, its successors, legal representatives and assigns, my entire right, title and interest in, to and under the said invention, and the said application for U.S. Letters Patent, and any and all divisions, continuations and renewals thereof, and any and all Patents of the United States which may be granted thereon and all reissues and extensions thereof; and all applications for industrial property protection, including, without limitation, all applications for patents, utility models, and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the Patent Laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventors' certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof;

I HEREBY authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND I HEREBY covenant and agree that I have full right to convey the entire interest herein assigned, and that I have not executed, and will not execute, any agreement in conflict herewith.

AND I HEREBY further covenant and agree that I will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known to us respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding on said Inventor, his/her heirs, legal representatives and assigns.

IN TESTIMONY WHEREOF, said Inventor has executed and delivered this instrument to said Assignee the day and year below written.

1.

Charles W. Miller

CHARLES W. MILLER

State of California)

) SS.:

County of Santa Clara)

On this 6th day of September, 2002, before me, a Notary Public in and for the State and County aforesaid, personally appeared Charles W. Miller, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/~~she~~ executed the same in his/~~her~~ authorized capacity, and that by his/~~her~~ signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.
WITNESS my hand and official seal.

Christina Chiang

Seal:

Notary Public.

